



Request for Proposal (RFP)

Property Management Services

Alaska Industrial Development Authority

RFP 21094

March 8, 2021

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SECTION 1 GENERAL INFORMATION

The Alaska Industrial Development & Export Authority (AIDEA) (also referred to individually as “Authority”, is seeking proposals from Property Management Services qualified to perform a broad range of tasks for the Authority at 813 W. Northern Lights Blvd, Anchorage AK 99503. However, if during the period of performance of the contract other property in the Municipality of Anchorage comes under management by the Authority, the Authority may negotiate an add-on to the Contract. There is no guarantee that any other properties would be added during the contract term. The Authority is an equal opportunity employer.

The Alaska Industrial Development and Export Authority (AIDEA) is Alaska’s development finance authority with a mission to promote, develop, and advance economic growth and diversification in Alaska by providing various means of financing and investment. AIDEA was formed by the Alaska State Legislature in 1967 as a public corporation and is managed by an independent, seven-member board of directors.

The Contract is anticipated to begin May 1, 2021.

1.1 ALASKA INDUSTRIAL DEVELOPMENT & EXPORT AUTHORITY:

The Authority’s Mission: The primary mission of the Authority is to promote, develop, and advance economic growth and diversification in Alaska by providing various means of financing and investment. The Authority may adopt regulations, acquire ownership interests in projects, lease projects, issue bonds, and acquire and manage projects.

The Authority has approximately 82 employees with offices located at 813 West Northern Light Boulevard, Anchorage, Alaska, 99503, also known as: Lot 1A, Block 3; Lot 17B, Block 2 and Lot 18, Block 2, Sunbeam Subdivision.

The building is a three story brick and glass structure with approximately 31,800 sq. ft. of space that was purchased by the Authority and currently being managed by PTP Property Management.

SECTION 2 INTRODUCTION & INSTRUCTIONS

2.1 PRE-PROPOSAL CONFERENCE:

A non-mandatory pre-proposal meeting is scheduled for **March 17, 2021 at 10:00 AM. Do to the COVID-19 Pandemic the pre-proposal meeting will be conducted telephonically.** Potential Offerors may attend telephonically by calling **1-907-313-5678**, when prompted enter **961092431#**.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and to allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

2.2 SUBCONTRACTORS AND JOINT VENTURES:

The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors’ Alaska business licenses for those businesses that will be doing work inside Alaska, within a reasonable time, after the Notice of Intent to Award is issued according to 3 AAC 100.310.

Joint Ventures is not acceptable for this contract.

2.3 CONTRACT PERSONNEL:

The project manager must approve any change of the project team members or subcontractors named in the proposal, in advance and in writing. Personnel changes that are not approved by the Authority may be grounds for the Authority to terminate the Contract.

SECTION 3 REQUIREMENTS FOR RFP - OFFEROR RESPONSE

3.1 SUBMISSION OF PROPOSALS:

Offeror shall carefully review this RFP for defects and questionable or objectionable material. Questions concerning defects or questionable material must be delivered IN WRITING ONLY to the Contracting Officer on or before **4:00 p.m., April 8, 2021** via e-mail llemus@taidea.org or fax (907) 771-3044. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Contracting Officer will make that decision.

Hand, Mail, or Email only Directly to Following Location:

Offerors may only submit one proposal for evaluation. Offerors proposals must arrive at the below physical address or email address and be date/time stamped no later than **2:00 p.m. April 15, 2021**. Failure to meet this deadline will result in rejection of the proposal, and the proposal will be returned to Offeror without further consideration.

Alaska Industrial Development and Export Authority

813 W Northern Lights Blvd.
Anchorage, AK 99503
Attention: Lois Lemus, Contract Officer
Telephone: (907) 771-3909
Email address: procurement@AIDEA.org

Proposals submitted in response to this RFP must remain valid for at least ninety (90) calendar days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation.

3.2 RESERVATIONS:

The Authority reserves the right to accept or reject any or all proposals. The Authority may require proposals to be clarified or supplemented through additional written submissions. The Authority will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFP or termination of any Contract resulting from the award of the RFP.

3.3 CONTRACTUAL AGREEMENTS:

The basic agreement between the parties shall be the Contract for Property Management Services, plus attachments. A sample Contract is provided as a separate document.

Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of the Contract, this RFP, including all documents, any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

3.4 TERMS OF CONTRACT:

The term of the Contract will be two (2) years with the option to extend up to three (3) additional one (1) year periods at the sole discretion of the Authority.

In the Authorities' sole discretion, prior to the contract expiration, the Authority may provide a (60) day advance written notice to the Contractor informing the Contractor the Contract will be in hold over status for a period up to six (6) months on the same terms and conditions. After a hold over period of six (6) months, the contract shall be construed to be a month-to-month contract at the same rate for the services, and all other terms and conditions specified by the contract will remain the same.

The Contractor shall provide services as identified and authorized by sequentially numbered Notice to Proceed (NTPs). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

The Contractor shall be responsible for all tasks and services authorized by a NTP signed by the Project Manager and shall perform such services in accordance with the project schedule.

The Chief Procurement Officer (CPO), or his/her designee, will administer any Contract that results from this solicitation. Contact with other Authority staff, if necessary, will be coordinated through the CPO, or his/her designee.

3.5 MINIMUM QUALIFICATIONS AND MANDATORY INFORMATION TO BE PROVIDED:

3.5.1 MINIMUM QUALIFICATIONS:

Offerors must satisfy certain minimum standards to be considered qualified to provide Property Management Services to the Authority.

Offerors are strongly encouraged to review the minimum qualifications specified in this section to avoid submitting a proposal that would immediately be rejected on technical grounds or as non-responsive. Failure to clearly demonstrate that the Offeror meets all minimum requirements of this RFP will automatically disqualify the Offeror's proposal from further consideration by the Authority.

The Offeror must clearly demonstrate and present documentation proving that the Offeror is an experienced and reputable Property Management Company by submitting the following:

- (A) Offerors responding to this request must have a real estate broker license issued by the Alaska Real Estate Commission. Individuals in charge of the work must be qualified to do property management.(Ref AS 08.88.161(4); AS 08.88.990(7))
- (B) Offerors must demonstrate at least five (5) years of direct experience in providing similar property management services for a similar type office building. The five (5) years of experience must have occurred within the last ten (10) years. If the Offeror is relying on the experience of a particular person to meet this requirement, then that person must be actively in charge as the Property Manager. If that person is replaced, the replacement must meet the same qualifications and be approved by THE AUTHORITY.

Proposals that fail to demonstrate meeting these requirements may be determined as non-responsive.

3.5.2 MANDATORY INFORMATION TO BE PROVIDED:

The Offeror's proposal should be organized and presented in the following format and progression.

Although Offerors are encouraged to provide any/all information, which they wish to be considered in support of their proposal, **Offerors must, at a minimum, submit the following information:**

(A) OFFEROR INFORMATION

OFFEROR STATEMENT OF QUALIFICATIONS FORM

Proposals must include a fully completed and signed Offeror Statement of Qualifications form. At a minimum, the information required by the form and attachments thereto must be submitted; other data may also be included as deemed relevant by the Offeror.

(B) PROPOSED WORKPLAN

The Offeror must also include a Workplan that demonstrates the Offeror's comprehension of the objectives and scope of services anticipated by this RFP, without merely duplicating the Scope of Services provided in Section 4 of the RFP.

The Workplan must clearly describe and detail the Offeror's proposed approach to timely perform and complete all services required by the RFP and must include a profile of Offeror firm's individual staff anticipated to be assigned to complete the service.

For all other individuals listed in the Offeror's proposal who may actually render services to the Authority, please indicate their relevant experience. Discuss the availability and proximity of all individuals listed and the type of commitment Offeror's firm is willing and capable of making to the Authority.

(C) COST/FEE PROPOSAL

Offerors must provide the Cost/Fee Proposal Forms provided as Attachment 6.1 to this solicitation. Failure to provide cost information on the forms provided may result in rejection of Offeror's proposal as non-responsive.

Costs/fees must be quoted in U.S. funds and include applicable federal duty, brokerage fees, and transportation costs in order that all services may be provided without further cost. Costs/fees quoted must be exclusive of federal, State and local taxes.

This will be a fixed monthly management fee plus actual direct facility expenses reimbursed at cost per the contract terms and conditions. The Authority will not reimburse the Offeror for any expenses or other costs in addition to the agreed-upon fees.

Some of the work proposed within the contract may be subject to the minimum wage and other requirements of AS 36.05. It is the responsibility of the Successful Offeror to check with Department of Labor and Workforce Development to determine which services will require the prevailing wage and if it is subject to AS 36.05. Before commencing work, the Successful Offeror is required to designate a primary contractor under AS 36.05.045, and the primary contractor is required to file a notice of work with the Department of Labor and Workforce Development, to pay certain filing fees, and to comply with certain other requirements involving the Department of Labor and Workforce Development after the work is completed and before final payment can be made. Before final payment of the work is made, it is the responsibility of the Successful Offeror to submit a Notice of Completion form signed off by the Department of Labor and Workforce Development, Wage and hour section. The final payment may be affected by the Successful Offeror's compliance with the requirements. The Successful Offeror is encouraged to contact the wage and hour section of the Department of Labor and Workforce Development for more information.

**SECTION 4
SCOPE OF SERVICES**

4.1 OBJECTIVES:

THE AUTHORITY desires to engage the services of a contractor to operate and maintain the Building and provide related property management services as described in this RFP. The property to be managed is an office building (34,821 sq. ft.) plus parking lots located at 813 West Northern Lights. The Authority anticipates entering into a property management agreement with the successful Offeror. The Authority reserves the right to accomplish any or all of the work through means other than this agreement, including the use of in-house forces.

The contractor may be required to provide services directly and through managed contracts for:

1. Maintaining building systems, HVAC, Elevator, Plumbing, Electrical;
2. Response to emergencies;

3. Soliciting quotes for minor or/and major improvements and repairs;
4. Providing parking lot maintenance;
5. Provide movers;
6. Small maintenance projects
7. Accounting and budget reports; and
8. May provide security, janitorial, and other related services upon request.

It is the intent of the Authority to operate the Building effectively and efficiently. Effectiveness includes the safety of the tenants, the security of the facility, and an environment that encourages work productivity. Efficiency is defined as the lowest practical cost of managing a fully operational facility and is designed to provide a safe, secure, professional work environment. The contractor will be required to work during the Authority regular business hours and /or outside of the Authority regular business hours as needed.

The following list presents the Authority's principal objectives for the Building:

1. Operating the Building at its highest possible efficiency while maintaining quality service and performance levels.
2. Controlling expenses with competitive selection processes, quality service personal, and contractors.
3. Maintaining and operating the Building in a manner responsive to and in compliance with all applicable life/safety, environmental and crisis management requirements or issues.
4. Being responsive to our employees in resolving building problems that arise that affect employee productivity and moral.

4.2 SUMMARY OF SERVICES REQUIRED:

In meeting the objectives outlined above, the Authority has developed a specific scope of work for property management services. The principal duties fall within the following three categories:

1. Provide for the ongoing operation and maintenance of the Building using subcontracts or other arrangements.
2. Oversee, manage, and report on the ongoing operation and maintenance of the Building on an annual basis or as requested.
3. Respond to the Authority requests for repairs and minor improvements related to the Building.

4.3 BUILDING OPERATIONS, MAINTENANCE & ENGINEERING:

The Contractor shall manage and provide operation and maintenance of all building specific Heating, Ventilating & Air Conditioning Systems (HVAC), all other Mechanical, Electric and Plumbing Systems (MEP). The Contractor shall provide support for maintenance, operation and repair of all building specific HVAC systems, all Emergency and Energy Management Systems, and the existing building management, preventative maintenance and operation systems located at the Building. All building maintenance engineers must comply with all federal, state and Contractor safety policies, and directives.

Specific functions to be performed include, but are not necessarily limited to, operating or assisting in operating all heating and ventilation equipment, engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating units, air conditioning units, fans, siphons, automatic and power-oiling pumps and engines, and other duties as are traditional to maintenance engineers.

Other functions may include periodic performance audit and system analyses upon request.

The Contractor is required to accomplish preventative maintenance and other maintenance and operation activities as required.

The Contractor shall maintain all physical areas within the Building to assure levels of cleanliness, safety, proper state of repair and aesthetic appeal are sustained. The Contractor shall evaluate and control all factors relating to liability, life/safety, security and environmental issues.

The Contractor shall provide for the following specific operation and maintenance services for the property. It is anticipated, but not required, that all or most of these services may be provided using subcontracts. Subject to approval by the Authority, the Contractor may also provide all or some of these services using its own employees subject to the competitive solicitation requirements outlined in the Draft Contract, Article E8 & 9.

Copies of all service agreements shall be kept on file at the contractors' place of business, available for inspection by the Authority.

The Contractor shall provide supervision and contract administration (if applicable) for all personnel and subcontractors engaged in providing routine or periodic operation and maintenance services for the Building.

When obtaining subcontracts for routine services, the Authority must approve the scope and selected subcontractor.

4.3.1 SECURITY:

This element requires providing a program of building security for the property at 813 West Northern Lights Blvd. Tasks to be performed may include, but are not necessarily limited to, after hours, seven days a week security checks, monitoring, operating and responding to all alarm systems at the Building, developing and managing a system for all keys and locks at the Building, and support and assistance with all related emergency procedures.

4.3.2 JANITORIAL:

All janitorial services for the Building will be provided by the Contractor. Services will include agreed upon daily, weekly, and semi-monthly services as defined by the Project Manager.

Contractor shall meet with the Janitorial Contractor monthly to inspect for compliance with Contract Specifications when applicable. Contractor shall maintain a log of inspection.

4.3.3 FIRE & LIFE SAFETY SYSTEMS/SPRINKLER INSPECTION:

The Contractor shall be responsible to ensure all fire and life safety systems (including the sprinkler system) are operational, inspected routinely and kept in good working order. This element will include, at a minimum, quarterly inspection of all smoke detectors, annual inspections of all electronic fire, life and safety equipment, and quarterly testing and inspection of the sprinkler systems, sprinkler alarms, standpipe systems and dry pipe systems.

4.3.4 ELEVATORS SERVICING:

The Contractor shall be responsible to ensure the elevator at the Building is operational, inspected routinely and kept in good working order. An elevator-servicing contract will be required with a qualified entity to provide extended maintenance coverage.

4.3.5 SNOW AND ICE CONTROL:

The Contractor shall provide all snow plowing/shoveling, removal and sanding services for the Building, including all parking lots and exterior areas to be negotiated prior to a contract award. The Contractor must plow area when snow has accumulated to 2 inches or when contacted by the Authority. All snow removal work must be performed and completed before or after business hours unless receive a request from the Authority. If responding to a call out by the Authority, the Contractor must provide service within 3 hours of the notification. Excess snow can be stored in the back parking lot until requested to be removed. Remove excess snow off the premises using a front-end loader and dump truck on a call out basis only. It is the Contractor's responsibility to ensure removed snow is properly disposed of at an established dumpsite. The Contractor will be held solely responsible for improper disposal of snow.

The Contractor will provide sanding services for the parking lot and Ice melt for the sidewalks only if freezing rain conditions or if requested by the Authority. Sanding and Ice melt must be completed before start of business work hours. If requested, sanding or ice melt the contractor should be done within 2 hours of request.

The Contractor shall provide all equipment and materials required to complete the snow and Ice needs. No equipment or materials will be provided by the Authority.

4.3.6 WINDOW CLEANING:

The Contractor shall provide for annual routine interior and exterior window cleaning, removal of cleaning residue, solvents or debris from the cleaning process, and cleaning of similar areas such as the vestibule and interior and exterior spandrel glass.

4.3.7 PARKING LOT OPERATION & MAINTENANCE:

The Contractor shall be responsible for routine sweeping, cleaning and maintenance of all parking facilities.

The Contractor shall sweep the parking lot and sidewalk last week in April, removing all sand and gravel from the site.

4.3.8 EXTERIOR LANDSCAPING /INTERIOR PLANTS:

The Contractor shall provide for exterior lawn maintenance and care of interior plants, to be negotiated prior to contract award.

The Contractor shall provide a Spring and Fall clean up/seasonal preparation which will consist of at least one site visit in Spring after all snow is melted and in the Fall after growth stops and before first snow fall. The site visits will entail the removal and disposal of all debris that has accumulated (leaves, trash, dead plant debris, etc.) repairing of beds, signs, etc. Which have been knocked or bumped or damaged.

All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. will be weeded by hand as often as necessary to discourage unsightly week growth.

The contractor will prune all trees to their intended growth and remove dead, broken and /or crossing over branches as needed. Shrubs are to be kept pruned to their intended form. All winter damage is to be removed from in, around, and under trees and shrubs during spring cleanup.

All grass shall be bag. Grass area shall be thatched and aerated as needed to help water, air and nutrients to reach roots.

On a weekly basis the Contractor will be responsible for:

1. Mowing all turf areas so that grass is a uniform height and does not exceed two (2) inches. (If enough rain falls to make turf soggy, mowing may be postponed until turf has a chance to dry).
2. Walking around the property to pick up all debris.
3. Keep all areas free of weeds.
4. Edging will be done along walkways and curbs or wherever a power edger can be used.
5. Weed Wacker will be done on both sides of all fences so that grass is a uniform height and does not exceed two inches.
6. Blowing or weeping leaves and clippings out of all bushes, rock beds and bark chip beds, sidewalks, parking lot, and pavement.
7. Raking up and hauling away all trash, leaves and debris.

4.3.9 INTERIOR PAINTING:

The Contractor shall provide for interior painting as required by the Authority.

4.3.10 PROPERTY WALK-THROUGHS:

The Contractor is required at a minimum to inspect the building and grounds every two weeks at the start of normal business hours to assess needs and provide a report on any maintenance, safety, or other areas of concerns with the property that do not meet the objectives.

4.3.11 CALL-OUT RESPONSE TIME:

The Contractor shall, at a minimum, acknowledge call-outs within two hour of initial notification from the Authority.

4.4 ANNUAL BUSINESS PLAN:

The Contractor shall prepare an annual business plan by April 1 of each year for review and subject to approval by the Authority. The proposed Business Plan must include proposed annual operating and recommended capital expenditure budgets for the subsequent state fiscal year relating to the Building. The state fiscal year runs from July 1 to June 30. Plan and budget formats must be in a form approved by the Authority.

The annual operating budget must depict the Contractor's month-by-month estimate of projected expenses from the Building. The proposed annual capital budget must describe proposed needs for major capital improvements, the projected costs, the availability of funds, and the anticipated schedule of additional capital needs identified by the Contractor. "Capital Improvement" is defined as an asset with an anticipated life exceeding one year and a cost exceeding \$25,000, including construction, structural improvement, project engineering and design, and equipment and repair costs.

Other components of the annual business plan will include the Contractor's plan for provision of maintenance and repair services and performance of capital improvements, the schedule for all major maintenance and all inspections at the Building, and new or innovative suggestions or proposals to save expense.

The Contractor may be requested to present the report to the Authorities' Executive Director(s) and Board members and be prepared to answer any questions.

4.5 FINANCIAL MANAGEMENT & ACCOUNTING:

The Contractor shall provide full financial control, accountability and reporting of all property related expenses incurred by the Contractor. All or most expenses related to the annual operation of the Building will be paid by the Contractor, although the Authority may elect to pay some costs directly. The Authority will be responsible for direct payment of all utility costs.

Strict accountability will be required for all receipts and disbursements related to the Building. All accounting shall be done in accordance with generally accepted accounting principles.

The Contractor shall provide to the Authority a monthly financial report, due the 15th of each month, reflecting the expenses and requesting reimbursement of the trust account in a format approved by the Authority. All accounting data shall be the property of the Authority, and shall be delivered in an electronic format approved by the Authority.

4.6 ROUTINE MAINTENANCE AND MINOR TENANT IMPROVEMENT MANAGEMENT SERVICES:

The Contractor shall provide scope development and management services for routine repairs, replacement and maintenance projects for the Building. This includes monitoring work performance, and executing and delivering such contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by the Authority.

"Routine Repairs, Replacement and Maintenance" is defined as any single item or project with a total cost or value of \$25,000 or less, including tenant renovation and remodeling projects that fit within the \$25,000 limit. Routine maintenance management services shall be provided as part of the base building management fee.

4.7 SOLICITING QUOTES FOR MINOR OR/AND MAJOR IMPROVEMENTS AND REPAIRS:

The Contractor may be required to solicit quotes for minor or/and major improvement project. The Contractor is required to formally solicit competitive bids or proposals from qualified contractor. Solicitations shall be in writing and in a format that is suitable in commercial property management industry.

At the Authority's request, the Contractor is required to provide a draft of each solicitation and a list of potential Offerors. It will be the Contractor responsibility to provide the Authority with updates on the solicitations and any other pertinent information.

Offerors chosen by the Contractor should be reviewed and references checked to verify they are capable and qualified prior to award.

Upon completion of competitive qualified bids, the Contractor shall submit to the Authority a Bid Abstract identifying the bids received, costs and recommendations of award.

It will be the responsibility of the Contractor to procure and administer contracts as required and /or requested by the Authority.

The Contractor will be required to accept assignment of all existing contracts until current terms and /or options to extend have expired.

4.8 MANAGEMENT REPORTING:

In addition to the required monthly financial report, the Contractor shall provide an annual management report by April 1 in a format approved by the Authority. Each report must include the following information:

1. an executive summary;
2. operating and capital expenditure information presented in relationship to approved budgets;
3. brief narrative reports on status of active capital projects, building maintenance and repair activity (including preventative maintenance activity), fire and life/safety inspections, and other inspection activity;
4. change in status of subcontracts; and
5. other pertinent news or exception reporting.

4.9 EMERGENCY RESPONSE:

The Contractor will provide a cell phone number for afterhours use. The Contractor will be responsible for reacting to all related emergency calls immediately.

In the event of an emergency in which there is an immediate danger to persons or property at the Building, or in which action is required in order to avoid suspension of services, the Contractor shall be required to take such action as is reasonable and prudent under the circumstances. The Contractor shall be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as the Contractor attempts to consult with the Authority in advance and, in any event, notifies the Authority within four(4) hours but not longer than twelve (12) hours explaining the reasons for taking the required actions.

4.10 ADMINISTRATIVE SERVICES:

The Contractor shall keep or cause to be kept at their office, original documents relating to the performance of the Contractor's duties, including a system of office records (including general correspondence), suitable books of control and account and all required reports, and any additional information and records reasonably required by the Authority. The Contractor shall also maintain insurance certificates for all current contractors, service vendors and sub-lease tenants.

The Contractor shall ensure strict compliance with all applicable environmental laws, regulations, rules and ordinances at the Building. As part of this duty, the Contractor shall actively monitor all compliance efforts.

4.11 ADDITIONAL SERVICES:

At the Authorities' sole discretion, the Contractor may be required to provide the following additional services.

4.11.1 SERVICES FOR OTHER PROPERTIES:

The Contractor may be requested to provide similar services for other properties that the Authority may acquire during the term of the contract. If other properties are added, the contractor will be requested to submit a fee proposal for the specific property for the Authority's consideration. The Authority may accept the proposal and issue an amendment to the contract. The Authority makes no guarantee of additional work and may solicit proposals from other sources if it is in the best interest of the Authority to do so.

4.12 OTHER TERMS AND CONDITIONS:

4.12.1 POINTS OF CONTRACT:

The Chief Procurement & Contracting Officer will be the primary point of contact for the contract, and support staff will be coordinating with the contractor regarding maintenance issues and accounting staff will be involved in reviewing billings and budget information.

4.12.2 NOTICES:

Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes.

4.12.3 VIOLATION NOTICES:

Contractor shall notify Chief Procurement & Contracting Officer of any alleged violation of any Applicable Laws affecting the Building immediately upon becoming aware thereof.

4.12.4 COMPLIANCE:

Contractor shall abide by and comply fully with all laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or municipal authority with jurisdiction over Contractor or the Building (collectively known as "Applicable Laws"), including, without limitation, the federal Occupational Safety and Health Act (OSHA) statutes, rules and regulations, and all requirements of the insurers of the Building and the Authority's liabilities with regard thereto. If the cost of compliance in any instance is not provided for in the Approved Operating or Capital Budget, Contractor shall notify Contract Manager promptly and obtain Contract Manager's written approval prior to making the expenditure.

4.12.5 VENDOR INSURANCE REQUIREMENTS:

The Contractor is required to ensure that all contractors and vendors working in the building (as hired by the Contractor or others), have a Certificate of insurance with the Authority as the Certificate Holder. Contractor will be responsible all insurance is active.

4.12.6 MEETING:

Contractor shall be available to meet bi-weekly with the Authority. The Contractor shall take meeting notes and provide a copy and any action items within (2) days of the meeting.

4.12.7 COMMUNICATION AND/OR RESPONSE:

The Contractor shall be provided access to the Authority's "Building Help Desk" email. It will be the Contractors responsibility to acknowledge and/ or respond to the initial email by the same day. It will be the Contractors responsibility to keep track of the email request and provide what action will be taken and

the date the request has been completed. Some Building Help Desk request may need approval from the Authority before it can be completed.

It is the Authorities expectation that any email or call from the Authority be acknowledge the same day. It is also the Authorities expectation that the Contractor will keep the Authority informed on all projects on weekly or daily basics depending on the project.

4.12.8 SERVICE CONTRACT DEFICIENCIES:

The Contractor's failure to provide a service required by this contract in a timely expectation will be grounds for the Authority to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the Authority, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the Authority may issue another SDC.

If the Contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDC in a 60-day period, it will be grounds for the Authority to declare the Contractor in default.

4.13 CONTRACTOR OBLIGATIONS:

The contractor shall use reasonable care to select qualified, competent, and trustworthy employees and independent subcontractors. Subject to the provisions of the RFP, the selection, term of employment (including without limitation compensation and duration of employment), supervision, training, and assignment of duties of all employees of the Contractor providing services related to the Building shall be the duty and responsibility of the Contractor. All personnel providing services described in the RFP shall be the employees or subcontractors of the Contractor.

4.14 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES:

The Contractor is responsible for the completion of all work set out in the Contract. All work is subject to inspection, evaluation, and approval by the project manager. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. The project manager may instruct the Contractor to make corrections or modifications if needed in order to accomplish the Contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the Contract may cause the Authority to terminate the Contract. In this event, the Authority may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.15 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS:

During the course of this Contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial Contract. When additional work is required, the project manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per 3 AAC 100.560.

The Contractor will not commence additional work until the project manager has secured any required Authority approvals necessary for the amendment and has issued a written Contract amendment, approved by the Authority or the designee.

4.16 NONDISCLOSURE AND CONFIDENTIALITY:

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA.

The Contractor must promptly notify the Authority in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the Authority to the Contractor or a Contractor agent or otherwise made available to the Contractor or a Contractor agent in connection with this Contract, or acquired, obtained or learned by the Contractor or a Contractor agent in the performance of this Contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the Authority with written notice of the requested disclosure (to the extent such notice to the Authority is permitted by applicable law) and giving the Authority opportunity to review the request. If the Contractor receives no objection from the Authority, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the Authority within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the Authority, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION 5 EVALUATION CRITERIA

EVALUATION OF PROPOSALS:

The Authority will appoint an evaluation committee to review the proposals submitted.

At the sole discretion of the Authority, finalists for consideration of award may be required to make an oral presentation to the evaluation committee. The oral presentation may be considered in the evaluation of the Offeror's proposal, and overall scores under Offeror Information may be adjusted at the discretion of the evaluation committee. If scheduled, oral presentations will be limited to a 30-minute presentation by the Offeror, followed by a maximum 45-minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the Offeror.

Any proposals received by the Authority that may be missing any or all of the mandatory information required by this RFP will be determined to be non-responsive and will not be evaluated by the Authority. Offerors must ensure that their proposal has included each and every item listed under Section 3.5 (Minimum Qualifications and Mandatory Information to be provided) and has thoroughly responded to all requirements and provisions of Section 3.5.1 through 3.5.2. The Authority will not be responsible for notifying Offerors of any deficiencies in proposals.

5.1 EVALUATION SCORING:

The evaluation committee will weigh proposal components as follows:

5.1.1 OFFEROR INFORMATION (25%)

Offeror must submit a fully completed and signed Offeror Statement of Qualifications form, which is enclosed as Attachment 6.2. **At a minimum, all information required by the form and attachments thereto must be submitted; other data may also be included as deemed relevant by the Offeror.**

- (A) Completed Offeror Statement of Qualifications form (Attachment 6.2) shall be considered an integral part of the Offeror's proposal, and must be signed by the individual(s) who is (are) authorized to bind the Offeror contractually. The Offeror Statement of Qualification indicates the signer is so authorized and must indicate the title(s) or position(s) the signatory(ies) hold in the Offeror's firm and will also contain at least the following information:
- (1) The Offeror's name, address, email address, telephone and facsimile numbers;
 - (2) A statement expressing the Offeror's unconditional willingness to perform the services described in this RFP;
 - (3) A statement that staff and other resources which are required to perform the services described in this RFP will be made available to the Authority as required;
 - (4) Name, title, address, email address, telephone and facsimile numbers of the proposed key staff who will be assigned to the Authority account;
 - (5) The Offeror's Federal Employer Identification number;
 - (6) A statement as to whether the Offeror's firm has signed a consent agreement, has had an unfavorable judgment entered against the firm or has been involved in an unfavorable arbitration settlement in the past two (2) years; and
 - (7) Disclosure of any conflict of interest.
- (B) Offeror must also submit attachments to the Offeror Statement of Qualifications, including but not limited to:
- (1) Five (5) references of current clients (names and telephone numbers) for whom similar work is performed;
 - (2) One (1) reference from a previous client (name and telephone number) for whom similar work was performed but for whom the Offeror no longer provides such services; and
 - (3) Resumes of key staff;
 - (4) License, insurance, bonding, business license; and
 - (5) Organizational documents.

5.1.2 PROPOSED WORKPLAN (35%):

The Offeror must also include a Workplan that demonstrates comprehension of the objectives and scope of services anticipated by this RFP, without merely duplicating the Scope of Services provided in Section 4 of the RFP.

The Workplan must clearly describe and detail the Offeror's proposed approach to timely perform and complete all services required by the RFP and must include a profile of Offeror firm's individual staff anticipated to be assigned to complete the service.

For all other individuals listed in the Offeror's proposal who may actually render services to the Authority, please indicate their relevant experience. Discuss the availability and proximity of all individuals listed and the type of commitment Offeror's firm is willing and capable of making to the Authority.

The Workplan must explain how you intend to manage and address the facility's needs.

The Workplan should include a summary of any potential problems you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems.

The Workplan should discuss how you balance the need for keeping costs low while providing quality services and reference any specific company policies or procedures you follow to address this.

The Workplan should discuss any possible conflicts that could arise during the performance of work for the Authority and how you might address it.

5.1.3 COST/FEE PROPOSAL 40%):

The Offeror must provide the fixed monthly rate for management services on an annual basis from year one through year three. The Contractor will be paid this fixed monthly rate for all management services defined in this agreement.

Management Fee:

Consistent with any limitations or qualifications discussed in the Scope of Work section, the Property Management Fee shall cover all Contractor costs to manage and supervise provision of building operations and maintenance including subcontractor procurement and administration, preparation and administration of the annual business plan and other periodic forecasts for providing the Management services, all required financial management and accounting services, all required management reporting, emergency response management and other miscellaneous services.

All expenses in regards to the property will be reimbursed at cost and should not be included in your rate. Also, do not include any fees associated with minor repairs or projects.

Scoring of the Proposal Cost portion of the criteria shall be based on the total management cost including all renewal options.

Other Services:

The Contractor may be required to provide project development and construction management services for facility capital improvements and tenant improvements and remodeling. This includes monitoring work performance, and executing and delivering such contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by the Authority. Activity required under this requirement will be compensated by payment of a construction management fee at a fixed fee scale. Fragmentation of work/projects is not acceptable. This element applies to work other than routine repairs, replacement and maintenance that are included in the annual spending plan.

The Offeror must provide the fixed monthly rate for management services on an annual basis from year one through year three on the Cost/Fee Proposal Form separately supplied as Attachment 6.1 to this solicitation. **Failure by the Offeror to supply information on the form provided, or to supply adequate and complete information, will result in the Offeror's proposal being rejected as non-responsive.**

Costs/fees must be quoted in U.S. funds and include applicable federal duty, brokerage fees, and transportation costs in order that all services may be provided without further cost. Costs/fees quoted must be exclusive of federal, State and local taxes.

5.2 AWARD FACTORS:

If applicable, the Contracting Officer or his/her designee will conduct negotiations with responsive and responsible Offerors whose proposal, when considered with all other proposals submitted in response to this solicitation, best meet the needs of the Authority.

Upon selection of the apparently successful Offeror(s), The Authority will issue a "Notice of Intent to Award." Copies of this Notice will be faxed and/or mailed to all Offerors who submitted proposals in response to this RFP.

Following a ten (10) day appeal period, the Authority will enter into negotiations with the apparent successful Offeror. Should contractual negotiations with the apparently successful Offeror be determined unsuccessful, the Authority reserves the right to either negotiate with the Offeror who submitted the next highest scoring proposal or to cancel the RFP.

5.3 UNAUTHORIZED NEGOTIATIONS:

In no event shall a prospective Offeror, or the apparently successful Offeror, enter into discussions or negotiations with representatives of the Authority other than the Chief Procurement & Contracting Officer, or her designee.

5.4 OTHER FACTORS/REQUIREMENTS:

In accordance with the Authority Procurement regulations, all proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to issuance of the Notice of Intent to Award a contractual agreement. Thereafter, proposals will become public information.

**SECTION 6
ATTACHMENTS**

The following materials are included to assist in responding to this RFP:

- 6.1 COST /FEE PROPOSAL FORM
- 6.2 OFFEROR STATEMENT OF QUALIFICATIONS

**ATTACHMENT 6.1
COST/FEE PROPOSAL FORM**

TO BE COMPLETED BY OFFEROR:

This Cost/Fee Proposal Form is submitted as part of a proposal in response to the solicitation entitled **PROPERTY MANGAGEMENTNE SERVICES (RFP 21094)**.

The name of the Offeror firm is:

INSTRUCTIONS FOR COMPLETING FORM:

Respond to every question or blank space provided on this form. If the information required is not applicable, enter "N/A." If the form does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the form you are responding to, and attach the information in the proper order.

A. BUILDING MANAGEMENT FEE:	FIRM FIXED FEE:
Two years	\$
*Renewal year 1	\$
*Renewal year 2	\$
*Renewal year 3	\$
	\$
(* if extended)	
TOTAL COST/FEES FOR BUILDING MANAGEMENT FEE (all years)	\$

B. OTHER SERVICES (PROJECT COST):	PROJECT FIRM FIXED FEE:
\$0 - 3,000	\$
\$3,001 - \$5,000	\$
\$5,001-\$10,000	\$
\$10,001-\$20,000	\$
\$100,001-\$250,000	\$
\$250,001-\$500,000	\$
\$500,001-\$750,000	\$
\$750,001-\$1,000,000	\$
\$1,000,001-\$1,500,000	\$
\$1,000,001-\$1,500,000	\$

PREPARED BY:

(Name)

(Title)

(Date)

OFFEROR'S SIGNATURE:

By signature on this document, the Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designate as the deadline for submitting proposals; plus any addenda or extensions to the RFP, and for an additional contractual term, if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.

The Firm Fixed Fee proposal submitted by the Offeror pursuant to Section 3.5.2 of this RFP is submitted with the understanding that the Authority activities and programs may change from time to time and the reporting requirements will be adjusted accordingly. To the extent the Authority activities and programs change, the result of which is to materially increase or decrease the work required of the Offeror to perform the services defined in this solicitation, either party may provide the other with a written request supported by documentation, which substantiates an equitable adjustment to the Firm Fixed Fee proposal. Neither party may unreasonably withhold its approval of a properly documented and substantiated request for fee adjustment.

Any request for adjustment to the Firm Fixed Fee proposal must be based upon a material change to the Authority activities and/or programs such as merger or complete reorganization. "Material change" is defined as a change, which results in at least a twenty-five percent (25%) increase, or decrease in programs and associated activities.

NOTE: FAILURE BY OFFEROR TO SIGN AND DATE THIS COST/FEE PROPOSAL FORM WILL RESULT IN THE AUTHORITY REJECTING THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number

Mailing Address

Telephone Number

Email

**ATTACHMENT 6.2
OFFEROR STATEMENT OF QUALIFICATIONS**

TO BE COMPLETED BY OFFEROR:

This Offeror Statement of Qualifications is submitted as part of a proposal in response to the solicitation entitled Property Management Services; Alaska Industrial Development & Export Authority (RFP #21094).

The name of the Offeror firm is: _____

INSTRUCTIONS FOR COMPLETION OF THE OFFEROR STATEMENT OF QUALIFICATIONS:

Respond to every question or blank space provided on this offeror statement of qualifications. If the information required is not applicable, enter "N/A." If the offeror statement of qualifications does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the offeror statement of qualifications you are responding to, and attach the information in the proper order.

The Offeror's submission is not limited to information or documentation required by this offeror statement of qualifications. The Offeror is encouraged to submit additional or supplemental information to substantiate Offeror's experience and qualifications.

OFFEROR STATEMENT OF QUALIFICATIONS

BY A PROPERLY AUTHORIZED SIGNATURE ON THIS DOCUMENT, OFFEROR HEREBY CERTIFIES AND AFFIRMS THAT:

Section I: Disclosure, Pledges, and Promises

1. The proposal submitted was independently arrived at, without collusion, under penalty of perjury.

The Offeror has not, and will not disclose the terms and conditions of the proposal, directly or indirectly, to any other Offeror or interested person prior to Contract award unless otherwise required by law.
2. Each signature on the proposal and all addenda are considered to be a certification by the signatory that the signatory:
 - a. Is the person from the Offeror's organization responsible for determining the prices and terms being offered in the proposal, and that the signatory has not participated and will not participate in any action contrary to Paragraph 1 above; and
 - b. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to Paragraph 1 above.

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices and terms offered in the proposal, and the title of his or her position in the Offeror's organization.)

- c. As an authorized agent of the Offeror, does certify that the principals named in Paragraph 2, Section b, have not participated and will not participate in any action contrary to Paragraph 1 above.
- d. As an authorized agent of the Offeror, has not personally participated and will not participate in any action contrary to Paragraph 1 above.

3. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror:
- a. () has, () has not, employed or retained any person or company to solicit or obtain the Authority Contract resulting from RFP 21094; and
 - b. () has, () has not, paid or agreed to pay any person or company employed or retained to solicit or obtain the Authority Contract resulting from RFP 21094, any commission, percentage, brokerage or other fee contingent upon or resulting from the award of a Contract.

If the answer to 3a or 3b above is affirmative, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

The Offeror acknowledges and agrees that any misrepresentation made by the Offeror subject to Paragraphs 3a and 3b above shall give the Authority the right to (1) terminate any subsequent Contract; (2) at its sole discretion, deduct from Contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the Contract.

4. To the best of Offeror's knowledge and in good faith, it is the Offeror's belief that the following named Authority employees or Authority Board Members may have a financial, business, or familial interest, direct or indirect, in or with the Offeror or Offeror's representative: (If none, so state.)

Authority Employee Name/Job Title

Authority Board Member(s)

Explanation of nature of Authority employee or Board Member(s) interest with Offeror or Offeror's representative: (If none, so state.)

The Offeror () is, () is not, an employee of the Authority. If the Offeror has previously served as an employee of the Authority, the Offeror certifies that his/her service was terminated () less than twenty-four (24) months ago, or () more than twenty-four (24) months ago.

5. The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed the Authority Contract, and the Offeror's organizational, financial, contractual, or other interests may:
- a. Result in an unfair competitive advantage to the Offeror; or
 - b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 5a and 5b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

6. Neither the Offeror, nor any person or firm which has an interest in the Offeror's firm, is ineligible to:

- a. Be awarded Contracts by any agency of the United States Government, or the State of Alaska.

7. The Offeror certifies that:

- a. It has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which any work or services subsequent to RFP 21094 is to be performed or provided.
- b. It complies and will comply with all laws of the State of Alaska, the applicable portions of the Federal Civil Rights Act of 1964, and the Equal Employment Opportunity Act as regulated by the State and federal governments and the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.
- c. The offeror certifies that all services provided under this Contract by the Contractor shall be performed in the United States. If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the Contracting officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals. The request must include a detailed description of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the Authority to reject the proposal as non-responsive, or cancel the Contract.
- d. The Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.
- e. No action, suit, proceeding, inquiry or investigation before or by any court or federal, State, municipal or other governmental authority is pending, or to the Offeror's knowledge is threatened against Offeror or affecting the assets, properties, or operations of the Offeror or its interests, which if determined adversely to Offeror would have material and adverse effect upon the consummation of transactions contemplated by, or the validity of, agreements between the Authority and the Offeror, or upon the financial condition, assets, properties or operations of Offeror. No employee employed by the Offeror's firm, or the Offeror's firm itself has been debarred, suspended, or otherwise prohibited from practice by any federal, State, or local agency.

f. If the Offeror is unable to affirmatively certify any statement under Paragraph (d) above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Contracting Officer.

8. Offeror represents that the following attached information reflects a true and accurate description of the Offeror's experience and ability to perform all tasks anticipated under the Scope of Services detailed in the RFP.

OFFEROR'S SIGNATURE

By signature on this document, the Offeror hereby certifies that all statements contained herein are accurate and complete.

Offeror's representations concerning its qualifications will be construed as a covenant under any Contract subsequent to this RFP. Should it appear that Offeror has made a material misrepresentation on the Offeror Statement of Qualifications form, the Authority shall have the right to terminate the Contract for Offeror's breach, and the Authority may then pursue such remedies as exist under the Contract, or as otherwise are provided by law.

NOTE: OFFEROR'S FAILURE TO SIGN AND DATE THIS OFFEROR STATEMENT OF QUALIFICATIONS WILL RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number/Alaska Business License

Mailing Address

Telephone Number/Email